



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

November 4, 2003

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AGREEMENT TO FACILITATE TRANSFER OF CRIMINAL BACKGROUND
INFORMATION FROM THE COUNTY SHERIFF'S DEPARTMENT TO THE
HOUSING AUTHORITY OF THE CITY OF SANTA MONICA (3)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director of the Housing Authority of the County of Los Angeles (County Housing Authority) to execute an agreement with the Housing Authority of the City of Santa Monica (Santa Monica Housing Authority), under which the County Housing Authority will transfer criminal background information from the County Sheriff's Department to the Santa Monica Housing Authority, to assist the City in screening applicants for its Section 8 Housing Choice Voucher Program, effective on the date of Board approval and continuing until terminated by either party.
2. Authorize the Executive Director to execute amendments to the agreement to periodically adjust fees and revise the scope of services to facilitate the transfer of criminal background information, following approval as to form by County Counsel.
3. Authorize the Executive Director to execute agreements with other housing authorities, using the form of the attached, to facilitate the transfer of criminal background

information, following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve an agreement that will enable the County Housing Authority to process criminal background information to help the Santa Monica Housing Authority screen applicants for its Section 8 Housing Choice Voucher Program.

FISCAL IMPACT/FINANCING:

The Santa Monica Housing Authority will pay a fee of \$11.50 for each routine report and \$38.50 for in-depth reports involving the Federal Bureau of Investigation (FBI). These fees will be used to reimburse the County Sheriff's Department for providing the criminal background information.

The County Housing Authority will receive a monthly administrative fee of \$210 for facilitating the transfer of information between the agencies, which will total \$2,520 for the first year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The U. S. Department of Housing and Urban Development (HUD) has mandated that all housing authorities conduct criminal background investigations of applicants for housing assistance. Information is obtained on lifetime sex offender registrations, convictions for drug-related felonies within the last five years, convictions for serious (violent) felonies within the last five years, and other pertinent criminal activity. Currently, the County Housing Authority collects data on Section 8 Program and Conventional Public Housing Program applicants through an interdepartmental agreement with the County Sheriff's Department.

The Santa Monica Housing Authority has requested assistance in the collection of applicant background information through the utilization of services already in place under the County Housing Authority's agreement with the County Sheriff's Department. The Santa Monica Police Department is currently unable to provide these services, and the County Sheriff's Department does not wish to contract directly with the Santa Monica Housing Authority due to the small number of required reports.

Under the first year of the proposed agreement, approximately 30 reports per month will be processed through a secured system. The process will begin with the applicant signing a consent form as part of the housing assistance request to the Santa Monica Housing Authority. The information will be forwarded to

the County Housing Authority, which will then transmit a request to the County Sheriff's Department. The results will be provided within three to five business days and sent to the Santa Monica Housing Authority. If no criminal activity is reported, the Santa Monica Housing Authority will proceed with making a determination regarding an offer of housing to the applicant. If criminal activity is reported, the Santa Monica Housing Authority will ask the applicant to contact the County Sheriff's Department to complete fingerprinting that will be sent to the FBI. The FBI will provide a report directly to the Santa Monica Housing Authority within 60 to 90 days, and the County Sheriff's Department will also provide any additional background information directly to the Santa Monica Housing Authority.

On October 22, 2003, the Housing Commission recommended approval of the attached agreement, which has been approved by County Counsel and executed by the Santa Monica Housing Authority. It will be effective on the date of Board approval and continue until terminated by either party.

In addition to the above, it is being requested that the Executive Director be authorized to enter into agreements with other housing authorities to provide assistance with completing criminal background investigations of applicants for housing assistance.

IMPACT ON CURRENT PROGRAM:

Approval of the agreement will permit the Santa Monica Housing Authority to help ensure safe housing conditions for residents under its Section 8 Housing Choice Voucher Program.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachment: 1

**AGREEMENT
For
HOUSING APPLICANT CRIMINAL BACKGROUND INFORMATION SERVICES**

This Agreement for Housing Applicant Criminal Background Information Services is entered into this ___ day of November 2003, by and between the Housing Authority of the County of Los Angeles (County Housing Authority) and the Housing Authority of the City of Santa Monica (Santa Monica Housing Authority).

Witnesseth: The United States Department of Housing and Urban Development has encouraged smaller housing authorities to partner with larger housing authorities to access low level volume services that are impractical to contract for, such as criminal background investigations; and

Whereas: The County Housing Authority contracts with the Los Angeles County Sheriff's Department (L.A. County Sheriff) to provide criminal background information for persons applying for its Section 8 Program and Conventional Public Housing Program; and

Whereas: The County Housing Authority wishes to assist the Santa Monica Housing Authority in obtaining housing applicant criminal background information from the L. A. County Sheriff to assist the City of Santa Monica in screening applicants for its Section 8 Housing Choice Voucher Program; and

Whereas: This Agreement shall be contingent upon continuation of the contract between the County Housing Authority and L.A. County Sheriff providing this contracted service.

Now, Therefore, in consideration of the mutual promises and covenants stated herein, the parties agree as follows:

1. **Term and Termination:** This Agreement shall commence as of the day and year first written above and will continue until terminated by either party for any reason upon thirty (30) days prior written notice to the other.

2. **Payment:** The County Housing Authority will generate a monthly invoice for the previous month's activity. The Santa Monica Housing Authority will reimburse the Housing Authority within thirty (30) days of invoice receipt for all costs incurred for processing each request as follows:

- Criminal Records Report performed by the L.A. County Sheriff
\$11.50 each*
- Fingerprinting performed by the L. A. County Sheriff and processing
of fingerprint cards for the Federal Bureau of Investigation (FBI)
\$38.50 each*

*These costs may change to reflect the County Housing Authority's actual costs if the L.A. County Sheriff or the Channeling Agent for the FBI changes the County Housing Authority's costs specified above.

The County Housing Authority will charge the Santa Monica Housing Authority in addition to all reimbursable costs a per-invoice administration fee of \$210.00. The Administration Fee may be increased by the County Housing Authority a maximum five percent (5%) per year upon providing thirty (30) days written notice to the Santa Monica Housing Authority regarding said increase.

3. Responsibilities: The Santa Monica Housing Authority will provide the County Housing Authority with the following packet of information in order to obtain criminal background information for each adult of at least eighteen (18) years of age who is a part of the applicant's household:

	First and Last Names
	Date of Birth
	Gender
<i>Copy of</i>	Social Security Number
<i>Copy of</i>	Driver's License or California Identification Number

This information will be submitted with a cover letter signed by an authorized representative of the Santa Monica Housing Authority addressed to:

**Esther Keosababian, Assistant Director
Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755**

The County Housing Authority through its Housing Management Division will include the Santa Monica Housing Authority's applicant information with the County Housing Authority's applicant information and transmit all requests for criminal background checks to the L.A. County Sheriff at least once per week. Upon receipt of the results from the L A. County Sheriff, the County Housing Authority will forward such results to the Santa Monica Housing Authority via fax. For each applicant, the results will be one of the following:

- **NRI** – No Releasable Information (negative criminal background report)
- **PC** – Positive Correspondence (applicant needs to be fingerprinted so the FBI report can be obtained). In the case of PC, the Santa Monica Housing Authority must send correspondence to its applicant requesting the applicant to be fingerprinted by the L.A. County Sheriff. The L. A. County Sheriff will in turn forward the fingerprint card to the FBI for processing. The FBI will provide a criminal history report to the Santa Monica Housing Authority within sixty (60) to ninety (90) days. After the Santa Monica Housing Authority has received the criminal history report, the L. A.

County Sheriff will then provide any additional criminal background information regarding the applicant to the Santa Monica Housing Authority.

The ongoing assessment and monitoring of this Agreement is the responsibility of the County Housing Authority's Director of Housing Management, or her designee.

4. Indemnification: Neither party hereto shall be liable for any damage or liability of any kind resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement, and each party shall indemnify, defend, and save harmless the other party from any such damage or liability.

This Agreement does not, is not intended, nor shall it be construed to create the relationship of agent, employee or joint venture between the County Housing Authority and the Santa Monica Housing Authority.

5. Notices: Notices and other correspondence provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

County Housing Authority: Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755
Attn: Maria Badrakhan, Director
Housing Management Division

Santa Monica
Housing Authority: Housing Authority of the City of Santa Monica
2121 Cloverfield Blvd., # 131
Santa Monica, California 90404
Attn: Peter Mezza, Housing Administrator

This Agreement with attachments constitutes the entire understanding and agreement of the parties with respect to the matters provided for herein, and supersedes all previous understandings, representations, commitments or agreements, oral or written, pertaining to the services provided for herein. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind either party hereto.

SIGNATURES

IN WITNESS WHEREOF, the Santa Monica Housing Authority and the County Housing Authority have executed this Agreement through their duly Authorized officers effective the date first set forth above.

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES

By: _____
Carlos Jackson
Executive Director

HOUSING AUTHORITY OF THE
CITY OF SANTA MONICA

By: _____
Susan E. McCarthy
Executive Director

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

By: _____
MARSHA JONES MOUTRIE
City Attorney

APPROVED AS TO PROGRAM:

MARIA BADRAKHAN
Housing Management Division

By: _____
Director